Table of Contents

Index to Airports

LAS = Las Vegas McCarran

MWAA= Metropolitan Washington Airports Authority

PIT = Pittsburgh International Airport

Appendix
Chapter III Communication and Utility Services

Contents

3.1 Critical Issues – Fiber, Cable and Internet 3
3.1.1 Rate Methodology 3
Excerpt from the PIT Agreement 3

3.1.2 Limits of Liability 3
Excerpt from PIT Fiber Lease Agreement 3

3.1.3 Rights Regarding Resale 3
Excerpt from PIT Agreement 3

3.1.4 Firewall and Virus Protection 4
Excerpt from PIT Internet Service Agreement 4

3.2 Critical Issues – Distributed Antenna Systems 4
3.2.1 Definition of Objectives 4
Excerpt from LAS Technical Services Concession Contract 4

3.2.2 Designated Premises 5
Excerpt from LAS Agreement 5

3.2.3 Limitations on Advertising 6
Excerpt from LAS Agreement on advertising 6

3.2.4 Right to Relocate 6
Excerpt from LAS Agreement 6

3.2.5 Specification of Services 7
Excerpt from LAS RFP Agreement 7

3.2.6 Rent Escalation Provisions 12
Excerpt from LAS Agreement on rental rate and fee adjustment provisions 12

3.2.7 Maintenance Responsibilities 12
Excerpt from LAS DAS Agreement 12

3.2.8 Ownership of Equipment 15
Excerpt from LAS DAS Agreement on equipment ownership 15

3.2.9 Airport Obstruction Compliance 16
Excerpt from LAS Agreement 16

3.3 Critical Issues – Telephone Service to Airport Sponsor 17
3.3.1 Vehicle Operations on Airport 17
Excerpt from MWAA Agreement 17

3.3.2 Copyright and Patent Rights 18

Excerpt from MWAA Agreement 19

3.3.3 Work Area 20
Excerpt from MWAA Agreement 20

3.3.4 Excusable Delays 20
Excerpt from MWAA Agreement on excusable delays 20

3.3.5 Terms for Payment 21
Excerpt from MWAA Agreement on payments language 21

3.3.6 Scope of Services 24
Excerpt from MWAA RFP Agreement on scope of services 24

3.3.7 Transition Plan 25
Excerpt from MWAA RFP Agreement 25

3.3.8 Calling Cards 26
Excerpt from MWAA Telephone Service Provider Agreement 26

3.3.9 Response and Communication Plan 26
Excerpt from MWAA Telephone Service Provider Agreement 26

3.3.10 Systems Requirements 27
Excerpt from MWAA Agreement on System Requirements 27

3.3.11 Detailed Billing 29
Excerpt from MWAA Telephone Service Agreement 29

3.3.12 Response to Alarms and Outages 31
Excerpt from MWAA Telephone Service Agreement 31

3.4 Critical Issues – Utility Leases or Easements 34
3.4.1 Compliance with Safety Zones 35
Excerpt from PIT Agreement 35

3.4.2 Ingress and Egress 35
Excerpt from PIT Agreement 35

3.4.3 No Warranty of Suitability 36
Excerpt from PIT Agreement on warranty provisions 36

3.4.4 Notice Prior to Construction or Installation 37
Excerpt from PIT Agreement on notification to airport 37

3.4.5 Sponsor's Title 37
Excerpt from PIT License regarding authority's title 37

3.4.6 Rights of Termination 38
Excerpt from PIT Utility Easement 38

3.1 Critical Issues – Fiber, Cable and Internet

3.1.1 Rate methodology

3.1.2 Limits of liability

3.1.3 Rights regarding resale

3.1 Critical Issues – Fiber, Cable and Internet

3.1.1 Rate methodology

PIT

Excerpt from PIT Agreement:

1. Authority agrees to lease Fiber to Lessee and Lessee agrees to pay a monthly fee of $_____ for each 1000 feet of fiber per strand of fiber plus all applicable taxes. All fees are nonrefundable. Any additional services requested by Lessee shall be billed at Authority's cost.

3.1.2 Limits of liability

PIT

Excerpt from PIT Agreement:

6. The Authority shall not be liable for any indirect, incidental, special, punitive or consequential damages that arise out of or relate to this agreement or the Fiber provided hereunder, including without limitation any such damages for loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions.

3.1.3 Rights regarding resale

PIT

Excerpt from PIT Agreement:

WHEREAS, the Authority has the means to provide internet services to tenants at the airport: and

WHEREAS, Customer has the desire to connect to the Airport's internet service;

NOW, THEREFORE, Authority and Customer hereby agree as follows:

1. Authority agrees to provide internet service to Customer and Customer agrees to pay a start up fee of $_____ for initial

connection service and a fee of $50.00 per month per user, plus all applicable taxes. All fees are nonrefundable. Any additional services requested by Customer shall be billed at Authority's cost.

3.1.4 Firewall and Virus Protection

3.1.4 Firewall and Virus Protection

PIT

Excerpt from PIT Agreement:

7. Customer is responsible for installing and maintaining a firewall and virus protection approved by ACAA for computers connected to the ACAA Internet. Failure to maintain these requirements will result in disconnection from the ACAA Internet Service. ACAA reserves the right to recover costs incurred by ACAA due to damages caused by Customer's failure to maintain adequate firewall and virus protection. Approved protection includes Norton Firewall, Cisco and Windows XP Service Pack 2 Firewall.

3.2 Critical Issues – Distributed Antenna Systems

3.2 Critical Issues – Distributed Antenna Systems

3.2.1 Definition of objectives

3.2.1 Definition of objectives

LAS

Excerpt from LAS Agreement:

2.3 COMPANY'S RIGHTS AND GENERAL OBLIGATIONS AND DUTIES TO COUNTY

2.3.1 Company shall be granted the exclusive rights to design, develop, and install a single, common, hosted system that supports passenger services, airline operations, and DOA applications. The DAS shall provide reliable, gap-free coverage and real-time roaming capability for all terminal facilities and properties at the Airport stated herein. The County's general objectives for the overall DAS project are to include the following:

2.3.1.1 Improve coverage and capacity for commercial wireless and operational radio systems throughout the Airport facilities.

3.2.1 Definition of objectives

2.3.1.2 Leverage the value of the Airport's facilities, infrastructures and geographic presence, and maximize potential revenue to the Airport.

2.3.1.3. Allow fair and equal access to the Airport's facilities for all wireless service providers by providing a truly neutral host DAS.

LAS

2.3.1.4 Provide an efficient administrative interface for the DOA for all wireless systems.

2.3.1.5 Ensure the interoperability of all wireless communication systems.

2.3.1.6 Minimize radio interference to the maximum extent possible.

2.3.1.7 Manage the system to include all current wireless and data telecommunication standards and to accommodate emerging telecommunication technology standards.

3.2.2 Designated premises

3.2.2 Designated premises

LAS

Excerpt from LAS Agreement:

2.5 USE OF PREMISES

*Following the completion of Company's activities mentioned above in Section 2.4 ACCESS TO AIRPORT PREMISES, and upon mutual agreement between CDR and Company, a final **Exhibit A** of the designated Premises, collectively will include (1) office space; (2) a base station and equipment room; (3) approved locations for connecting all DAS related equipment. The **Exhibit A** shall be authorized and approved by CDR through an exchange of correspondence and shall become a permanent part of this Contract. Certain Premises identified may be shared spaces serving multiple Airport functions and therefore not designated exclusively for use by Company, except as otherwise expressly stated herein. Upon CDR approval, all other additions will be automatically included in the Contract by exchange of correspondence and treated in the same manner as all previous written instruments contained herein.*

3.2.3 Limitations on advertising

LAS

3.2.3 Limitations on advertising

Excerpt from LAS Agreement:

2.5.1 All advertising signage or promotional material must be submitted in writing to the CDR for approval prior to the install of such devices and must be in accordance to all applicable rules, regulations and requirements of the Airport, more fully described in Sections 2.14 CONSTRUCTION STANDARDS, RULES, AND REGULATIONS and 3.5 SIGNS AND ADVERTISING. Any discovery of unauthorized signage or promotional material installed within the Premises, Company will be required to remove all advertising signage and other related appurtenances from the area immediately and will bear all costs associated by such removal.

3.2.4 Right to relocate

LAS

3.2.4 Right to relocate

Excerpt from LAS Agreement:

2.5.4 The County reserves the sole rights to relocate any portion of the Company's Premises in order to meet the needs of the Airport's expansion, development, and operational projects and shall endeavor to do so with minimal impact of interference and interruption of the DAS operations, as provided within Section 4.11 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION.

2.5.4.1 Any relocation requests shall be provided to Company in writing from CDR prior to ninety (90) days of the needed action, unless time is of the essence, in which case, not less than thirty (30) days prior written notice to Company. The relocation costs and financial impact of any relocation shall be solely borne by Company.

3.2.5 Specification of services

Excerpt from LAS Agreement:

2.6 OPERATION OF DAS CONCESSION

2.6.1 In order to operate and manage the DAS operations effectively, Company shall provide the following administrative tasks as follows:

2.6.1.1 Company shall be responsible to provide DOA staff with the necessary professional services related to its obligation to manage the RF environment on Airport facilities and properties to include the following:

2.6.1.2 Provide recommended technical standards for the construction and installation of the RF systems on Airport facilities and properties.

2.6.1.3 Create and maintain a database of all cellular, PCS, ESMR, and 800 MHz LMR system frequencies within the boundaries of the Airport facilities and properties.

2.6.1.4 Review all applications submitted to the Airport for new, or substantial modifications to existing, operational and commercial RF systems.

2.6.1.5 Provide interference studies for all Tenant RF Applications and make technical recommendations to DOA staff.

2.6.1.6 Make technical recommendations for the resolution of RF interference problems.

2.6.1.7 Attend meetings with DOA staff, consisting of routine and emergency meetings concerning RF issues and planning as requested by County.

2.6.1.8 Company shall provide to CDR within thirty (30) days after the DAS is operational and, following thereafter, a monthly update along with two (2) copies submitted to the CDR within thirty (30) days of the update depicting the following:

2.6.1.8.1 A complete list of major components showing a description and location for each.

2.6.1.8.2 A complete cable record and wiring diagram identifying all cable and system components by location, distribution cable, and key sheet as related to instrument assignments. Company shall be required to maintain such records and submit for approval any revisions prior to permission to proceed with any work.

2.6.1.8.3 Documentation of all technology used for the DAS shall be provided and required deliverables including but not limited to:

2.6.1.8.3.1 Software database configurations

2.6.1.8.3.2 Hardware equipment itemizations and configurations

2.6.1.8.3.3 System block diagrams

2.6.1.8.3.4 Electrical requirements

2.6.1.8.3.5 Space requirements

2.6.1.8.3.6 Peripheral equipment diagrams

2.6.1.8.3.7 Rack profile diagrams

2.6.1.8.3.8 Equipment shelf profile diagrams

2.6.1.8.3.9 Cable plant interconnectivity charts

2.6.1.8.3.10 Wiring diagrams

2.6.1.8.3.11 Factory test data

2.6.1.8.3.12 Field test data

2.6.1.8.3.13 Equipment manuals

2.6.1.8.3.14 Training manuals

2.6.1.8.3.15 FCC license data

2.6.1.8.3.16 Configuration upgrades and modifications

2.6.1.8.3.17 Operating system and application software versions and configurations

2.6.1.8.3.18 Inventory of spares

2.6.1.8.3.19 Inventory of active equipment

2.6.1.8.3.20 Firmware and software

2.6.1.8.3.21 Operation and maintenance records

2.7 PROJECT SCOPE OF SERVICES

Throughout the full Term and any extended options of this Contract, Company shall be subject to the terms and conditions set forth herein and agrees to provide County with its utmost efforts to ensure that the services provided herein at the Airport will be of high quality performance and hereby agree to the following:

2.7.1 The DAS shall accommodate existing and emerging services and technologies that include CMRS Operators and their commercially provided wireless services in demand by the traveling public and users of the Airport.

2.7.1.1 Access & Use Contracts for CMRS Operators

2.7.1.1.1 Access & Use Contracts are contract(s) entered into by Company and any "Qualified" interested CMRS desiring access and use of the Airport's DAS and to participate in its DAS program. All Access & Use Contracts entered by Company and "Qualified" interested CMRS shall mean that all CMRS must have the current federal, state, local, and other applicable licenses and requirements pertinent to meet all wireless and radio communication standards. Upon the termination or expiration of Company's Contract howsoever caused, all Access & Use Contract(s) shall transfer to County as the successor to Company.

2.7.1.1.2 The DAS must accommodate the technological and capacity requirements of multiple CMRS Operators in a non-discriminatory manner.

3.2.5 Specification of services

LAS

2.7.1.1.3 Company shall install a DAS capable of accommodating multiple CMRS Operators with sufficient performance, capacity, and coverage to provide excellent cellular phone and other wireless services to the Airport's passengers, visitors, tenants and DOA staff. The DAS shall utilize technology designed to operate multiple CMRS Operators and thereby minimize the Airport's use space, cabling, utilities, and etc.

2.7.1.1.4 Company shall present an RF Site Application for each CMRS Operator proposing an Airport site or proposing to use the DAS. Each Qualified CMRS Operator applicant, and third party FCC licensees shall be subject to CDR's approval.

2.7.1.1.5 Company shall oversee the design, installation, operation, and maintenance of CMRS Operator systems and sites related to the DAS in pre-approved locations within the Airport's facilities and properties.

2.7.2 The DAS shall be designed to accommodate all viable FCC licensed spectrum for voice wireless services in demand by the traveling public as well as the Airport's 800MHz trunked radio system. The DAS shall not cause any interference to the Airport's radio system or other Airport operational communication systems. Any significant and or harmful interference detected throughout the operations of the DAS shall be a cause for immediate shutdown or a portion thereof, until such time the interference is corrected by the Company.

2.7.3 The Company may be required to review and analyze the interference, coverage and capacity implications of all tenant applications for wireless systems on the Airport, and make recommendations to the Airport to accept, reject, or modify such RF applications.

2.7.4 Upon termination or expiration of the Company's Contract, ownership and possession of all installed DAS equipment provided by the Company shall transfer to the County, unless informed otherwise by written correspondence by CDR. If the Company has provided the backbone infrastructure in a building which the CMRS (Cellular, ESMR, or

3.2.5 Specification of services

LAS

PCS) carriers are dependent upon, that infrastructure must remain in service until the termination or expiration of said Contract howsoever caused. All construction information, software, manuals, and other information necessary for the operation and maintenance of the DAS and other related equipment must be provided to the CDR upon termination or expiration thereof.

2.7.5 The DAS System shall be completely funded by the Company and will be at no cost to the County.

2.7.6 The Company shall appoint a professionally qualified designee who will be deemed responsible for the implementation and management of all aspects of the day-to-day operations of the DAS and other related duties. The Project Manager shall be the single point of contact with Airport staff and shall be responsible for the fulfillment of the requirements outlined herein. Any change as to the designated Project Manager shall be subject to prior written approval by the CDR. The CDR will interview the prospective Project Manager prior to approval.

2.7.2 Implementation of the DAS shall consist of all the hardware and software associated with the uplink and downlink RF, including but not limited to as defined under Article I, Section 1.1 DEFINITIONS, subsection 1.1.10 DAS Facilities and all associated systems, for in-building areas of the Airport's facilities and properties.

2.7.8 As part of this Section, Company shall be subject to all the terms and conditions set forth in ***Attachment 1****, entitled as DAS SPECIFICATIONS AND REQUIREMENTS, attached hereto and made a part hereof.*

3.2.6 Rent escalation provisions

3.2.6 Rent escalation provisions

LAS

Excerpt from LAS Agreement:

2.8.4 County reserves the right to redetermine all of the rental rates, fees and charges contained herein at any time after the three (3) year anniversary from the Effective Date of this Contract. Further County reserves the right to redetermine all of the rental rates, fees and charges contained herein at any time after three (3) years have passed since the most recent adjustment. All such adjustments shall be subject to ninety (90) days prior written notice to Company from the CDR. If Company does not agree with such redetermined rental rates, fees and charges, it has the right to cancel this Contract.

3.2.7 Maintenance responsibilities

3.2.7 Maintenance responsibilities

LAS

Excerpt from LAS Agreement:

2.12 FACILITIES, MAINTENANCE AND REPAIR TO BE PROVIDED BY COUNTY

County will provide and maintain at its own expense the following:

2.12.1 Maintenance and repair of exterior and structural integrity of the Airport's terminal buildings and properties, except damage caused by the negligence of Company, its employees, invitees, Access & Use contractees, contractors, subcontractors, agents, customers, if applicable, assignees.

2.12.2 Maintenance and repair of the common use areas of the building including common use access doors, hallways and common use rest rooms. In the event that any repairs are required by reason of negligence or abuse of Company or its employees, contractors, subcontractors, agents, invitee or any other person using the Premises with Company's consent, express or implied, County may make such repairs and bill Company at cost plus ten percent (10%) for administration for such repairs.

3.2.7 Maintenance responsibilities

LAS

2.12.3 Maintenance and repair of the HVAC of the Premises.

2.12.4 County has no further responsibility or obligation for any maintenance, repair, or replacement of any of the Premises or improvements thereon.

2.12.5 Electricity, telephone, and other electrical-based utilities will be available in a panel proximate to Premises provided by County.

2.13 FACILITIES, MAINTENANCE, AND REPAIR TO BE PROVIDED BY COMPANY

In the operation of Company's activities within the Premises and wherever DAS equipment is located throughout the Airport's facilities and properties, Company will provide and maintain, at Company's sole expense, the following:

2.13.1 All improvements, decorations, equipment and furnishings, including but not limited to, necessary finishes, electrical, telephone, communication conduit and accessories, piping, duct work, equipment and fixtures as required by Company in the conduct of its business on Airport facilities and properties, as authorized under Section 2.7 PROJECT SCOPE OF SERVICES of this Contract

2.13.2 Connections of all utilities, except as provided in Section 2.12, FACILITIES, MAINTENANCE, AND REPAIR TO BE PROVIDED BY COUNTY, and all recurring periodic utility charges to operate Premises.

2.13.3 All interior Premises maintenance and repair, including the replacement of light bulbs and tubes. Maintenance is also understood and agreed to include all janitorial services and requirements, landscaping, and daily routine Premises clean-up, to keep the Premises in good and tenantable condition throughout the term of this Contract.

2.13.4 All improvements or alterations to the Premises by Company will be in accordance with applicable code, Airport Rules and Regulations, Operating Directives, Tenant Improvement Manual, and all other applicable governmental rules and regulations and building codes and are subject to the prior written approval of the CDR as to plans, specifications and methods of construction or installation. Immediately upon the completion of any initial or additional construction or installation during the term hereof, Company will provide as-

3.2.7 Maintenance responsibilities

LAS

built drawings of same of the County along with a certification of construction costs for all permanent improvements.

2.13.4.1 Any improvements or alternations on the Premises, Company shall provide the DOA Business Office written notification along with preliminary drawings and all supporting documents depicting the scope of work required before commencement of such activities. Upon approval by the CDR, Company will proceed as directed by applicable DOA and be subject to comply with Section 2.14 CONSTRUCTION STANDARDS, RULES, AND REGULATIONS.

2.13.5 Company will be responsible for the proper removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy or operation of the Premises. Such removal will conform to all governmental requirements and regulations as more fully described in Section 4.22 ENVIRONMENTAL POLICY. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine, daily clean up of the surrounding areas.

2.13.6 Should Company fail to perform any of its maintenance and repair responsibilities, County may, but is not obligated to, provide maintenance and make repairs thereon and thereto which it determines to be necessary, charging the same to the expense of the Company upon thirty (30) days prior written notice of its intent to do so; except in case of emergency for which no notice is necessary, plus a ten percent (10%) administrative fee.

2.13.7 Company shall assume full costs for the development, installation, operation, management, and marketing of the DAS, including all hardware and software necessary for its success and efficient use and operation. The DAS shall consist of all hardware and software associated with the uplink and downlink RF, including but not limited to: power systems, power backup, antennas, base stations, towers, radios, multiplexers, personal computers, cable/fiber, and all associated systems, for in-building Airport facility areas which includes the terminals and concourses and certain land areas of the Airport's applicable properties.

2.13.8 County may require Company to pay for its electrical power usage if it exceeds the standard electrical current usage authorized by County while operating its

business activities. Should this occur, Company shall make the required payment to County for electrical current used, based on the prevailing rate of the supplier, for all electrical needs except basic illumination. A County electrician will base usage on a survey of Company facilities. If Company does not concur with the survey, it will have the right to install, at its own expense, a meter to measure its electrical usage.

3.2.8 Ownership of Equipment

3.2.8 Ownership of equipment

LAS

Excerpt from LAS Agreement:

3.21.3 Upon termination of this Contract, howsoever caused, County will have the option to require either of the following by giving written notice prior to the date of termination:

3.21.3.1 Company will, upon receipt from County of ninety (90) days notice of termination, remove certain parts (as determined by CDR) of the permanent improvements made to or placed upon the designated Premises by Company. Company agrees that it will use due diligence in completion the removal as may be required herein;

3.21.3.2 Company shall transfer ownership and possession of all installed DAS equipment provided by the Company to the County, unless informed otherwise by written correspondence by CDR. If the Company has provided the backbone infrastructure in a building which the CMRS (Cellular, ESMR, or PCS) operators are dependent upon, that infrastructure must remain in service until the termination or expiration of said Contract howsoever caused. All construction information, software, manuals, and other information necessary for the operation and maintenance of the DAS and other related equipment must be provided to the CDR upon termination or expiration thereof.

3.21.3.3 If no written notice is received by Company from County prior to termination of this Contract pursuant to this Section 3.21.3, Subsection 3.21.3.2 will apply.

For purposes of this Section 3.21.3.1, the words "permanent improvements" means all property of the Company upon the Premises which will include, but not be limited to, installed DAS equipment, all backbone infrastructures and other related building structures rather within the Terminals or outside of Terminals, all

construction information, software, manuals, and other information necessary for the operation and maintenance of the DAS system and related appurtenances, wall coverings, carpeting, draperies and light fixtures.

3.2.9 Airport obstruction compliance

3.2.9 Airport obstruction compliance

LAS

Excerpt from LAS Agreement:

4.14 PART 77 OF FEDERAL AVIATION REGULATIONS
Company agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

4.16 AIRSPACE
There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the designated Premises herein. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of the County will result from the exercise of this right.

4.17 AIRPORT OBSTRUCTIONS
The Company by accepting this Contract expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land designated as Company Premises hereunder which will exceed such maximum height as may be stipulated by the County. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by County. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land designated as Company Premises hereunder and to remove the offending structure or object and cut down the offending tree all of which will be at the expense of Company and without liability to County.

4.18 AIRPORT HAZARDS
The Company by accepting this Contract agrees for itself, its successors and assigns, that it will not make use of the Premises in

any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard or obstruction. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises hereby and cause the abatement of such interference at the expense of the Company and without liability of any kind.

3.3 Critical Issues – Telephone Service to Airport Sponsor

3.3 Critical Issues – Telephone Service to Airport Sponsor

3.3.1 Vehicle operations on airport

3.3.1 Vehicle operations on airport

MWAA

Excerpt from MWAA Agreement:

28 OPERATION OF MOTOR VEHICLES

A. The Contractor shall have identification decals or other approved identification on all vehicles entering the Airport. Each employee of the Contractor (and of its subcontractors) driving motor vehicles on the Airport shall have a valid driver's license and each such motor vehicle shall have a current inspection sticker if required by the state of registration. Only properly identified vehicles of the Contractor shall be allowed in the work area.

B. After contract award, and before commencing use of vehicles, the Contractor shall furnish to the Contracting Officer a list showing the following:

1. Name and address of each of its employees and those of its subcontractors that will be involved with the movement of motor vehicles.

2. Operator's permit number for each employee in A.1. above.

3. Registration number of each vehicle that will be used at the Airport.

C. All of the Contractor's personnel driving motor vehicles on the Air Operations Area (AOA) must obtain an AOA operator's permit through the Airport Operations Division. Vehicles not registered with the Airport or operated by a driver without an Airport operator's permit must be escorted by an approved vehicle and operator.

D. For vehicles operated on the aerodrome:

3.3.1 Vehicle operations on airport

MWAA

1. An identification flag shall be placed on each vehicle in a position so that it will be visible from all sides of the vehicle. Contractor must provide its own flags. Description of flag required: 3' x 3' orange and white checkerboard with l' squares.

2. Vehicles making only occasional visits to the job site are exempt from the identification requirements contained herein above provided that they are escorted into, through and out of the AOA by a properly identified vehicle.

3. Vehicles operating in AOA areas during the hours of darkness shall be equipped with an amber (yellow) dome-type light, mounted on top of the vehicle and of such intensity to conform to local codes for maintenance and emergency vehicles.

a. At Washington National Airport, the dome light shall be "flashing".

b. At Washington Dulles International Airport, the dome light shall be "steady".

4. The Contractor shall furnish, at its own expense, flagmen as necessary to control its traffic in accordance with these specifications unless otherwise directed by the Contracting Officer's Technical Representative (COTR), in which case the direction of the COTR shall be followed.

5. Contractor's traffic will not be permitted to cross runways or sections of taxiways being used by aircraft, except as specifically and conditionally approved and subject to the controls delineated by the COTR. It shall be the Contractor's responsibility to ascertain the status of such runways and sections of taxiways at all times by consulting with the COTR. Where project access requires travel on or across runways, taxiways, or aircraft aprons, the Contractor shall provide adequate personnel and equipment to keep such surfaces clear of debris. In addition, the Contractor shall obtain any and all equipment necessary to communicate with the air traffic control tower to obtain clearance for all vehicles.

6. If the Contractor needs to utilize gate 1 at Washington Dulles, the Contractor will furnish, at its own expense, security guards acceptable to the Airport to guard that gate and assure only authorized vehicles are permitted through that gate.

3.3.2 Copyright and patent rights

3.3.2 Copyright and patent rights

3.3.2 Copyright and patent rights

MWAA

Excerpt from MWAA Agreement:

29 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

A. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

B. In the event of any claim or suit against the Authority, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Authority, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Authority except where the Contractor has agreed to indemnify the Authority.

30 PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Authority and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Authority to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Authority of supplies furnished or services performed hereunder.

3.3.3 Work area

MWAA

3.3.3 Work area

Excerpt from MWAA Agreement:

35 CLEANING UP

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, The Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Authority. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

3.3.4 Excusable delays

MWAA

3.3.4 Excusable delays

Excerpt from MWAA Agreement:

36 EXCUSABLE DELAYS

A. Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless –

1. The subcontracted supplies or services were obtainable from other sources;

3.3.4 Excusable delays

MWAA

2. The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

3. The Contractor failed to comply reasonably with this order.

C. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Authority under the termination clause of this contract.

3.3.5 Terms for payment

MWAA

3.3.5 Terms for payment

Excerpt from MWAA Agreement:

41 PAYMENTS

A. The Authority shall pay the Contractor the contract price as provided in this contract.

B. The Authority strongly recommends that contractors participate in a program whereby payments under this contract are made via electronic funds transfer into the contractor's bank. Contractor requests to initiate such service shall include the bank name, address, account number, contact person, telephone number, and American Bankers Association (ABA) 9-digit identifying number. The initial request and any subsequent changes must be signed by the contractor's signatory of the contract and shall be submitted directly to the Authority's Finance Office (MA-22B).

C. The Authority shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates provided by the Contractor and approved by the Contracting Officer. The Contractor shall furnish to the Authority the Invoice Attachment Form (See Exhibit J) which will be included with each invoice submission. This Form shall provide information on all subcontractors, each subcontractor's scope of services, and the subcontract dollar amount for those services. When reviewing the Contractor's invoicing for the reporting period, the Authority will use the Invoice Attachment Form as verification of subcontracting activities and payments. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the

3.3.5
Terms for payment

MWAA

total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if:

1. Such consideration is specifically authorized by this contract; and

2. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract. Failure to include required Exhibit J Attachment may delay payment of your invoice.

D. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. If however, satisfactory progress has not been made, the Contracting Officer may retain a maximum of ten (10) percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount which the Contracting Officer considers adequate for protection of the Authority and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each portion of work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

E. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Authority, but shall not be construed as:

1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

2. Waiving the right of the Authority to require the fulfillment of all the terms of the contract.

F. The Authority shall pay the amount due the Contractor under this contract after:

1. Completion and acceptance of all work;

2. Presentation of a properly executed voucher; and

3.3.5
Terms for payment

MWAA

3. Presentation of releases of all claims, liens and encumbrances against the Authority arising by virtue of this contract. The release shall identify other claims, liens and encumbrances, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract have been assigned. Any assignment must be approved by the Contracting Officer.

G. The Authority shall make payments within 30 calendar days after receipt of a proper invoice in the office designated to receive the invoice.

H. The Contractor promises that it will pay its subcontractors within 10 days following receipt of payment from the Authority. The prime contractor also agrees to return any retainage withheld from subcontractors within 10 days after the subcontractor has satisfactorily completed its work. Any delay or postponement of payment may not take place without prior approval of the Authority. A finding of non-payment is a material breach of this Contract. The Authority may, at its option, increase allowable retainage or withhold progress payments unless and until the Contractor demonstrates timely payment of sums due subcontractors. Provided, however, that the presence of a "pay when paid" clause in a subcontract shall not preclude Authority inquiry into allegations of nonpayment. Provided, further, that the remedies above shall not be employed when the Contractor demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier. The Contractor shall incorporate this provision into all subcontracts in excess of $5,000 that results from this contract.

I. Contractor Submission Of W-9 Required Prior to Contract Award As a prerequisite for contract award, the contractor shall complete all parts of the Internal Revenue Service ("IRS") Form W-9 (Request for Taxpayer Identification Number and Certification). Contract award will not be made until the completed W-9 has been received by the Authority. The W-9 form and instructions are available to contractors by accessing the IRS website at www.irs.gov and inserting the form number "W-9". The W-9 information is requested so that we may determine the need to file IRS Form 1099 in connection with payments made by the Authority to the contractor. To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the Authority and its contractors. If the term of the contract exceeds one year, the Authority may request periodic resubmission of the W-9. If the contractor fails to submit the form by

3.3.6 Scope of services

MWAA

the deadline stated in the resubmission request, the Authority may refuse to pay invoices until the form has been submitted.

3.3.6 Scope of services

Excerpt from MWAA Agreement:

C. ACS - Current Voice and Data Service Configuration

• As of April 2004, the ACS consists of a total of 8,690 active DID station ports that are allocated as illustrated in the table below:

National	3,084
Dulles	5,606

(Total number of AGS billing accounts is 443 of which 334 are tenant accounts)

The Authority currently leases four (4) toll-free lines for inbound calling generating approximately 30,747 average monthly minutes in use.

• The ACS maintains a total of 1393 T-1 ports at the Airports that are allocated as illustrated in the table below:

National 528 *(163 connected to incumbent local exchange carrier (LEG); 23 connected to the incumbent long distance carrier; 342 utilized for connectivity between airport PBXs and Airline tenants)*	Dulles 865 *(325 connected to the incumbent local exchange carrier; 23 connected to the incumbent long distance carrier; 517 connected between airport PBXs and Airline tenants.)*

• Analog trunk ports reside at both airports for peripheral communications such as paging and critical airport alarm systems.

• The ACS currently leases local and long distance Primary Rate Interface (PRI) circuits that terminate at two points at each airport and are allocated as illustrated in the table that follows:

3.3.6
Scope of services

MWAA

Airport	Local PRIs	L.D. PRIs	Outbound	Inbound
National	7	1	4	3
Dulles	9	1	6	3

All airport PRI connections have D-Channel Handler interfaces (23 B Channels, 1 0 Channel per PRI). Each PRI is configured as Extended Superframe Format (ESF) with B8ZS (line encoding). PRI circuits terminate in an ACS Nortel Meridian PBX(s) without a Channel Service Unit interface (CSU) and are resident on NT5D12 Dual PRior QPC720 single PRI assemblies. Loop back functions are available at the smart-jack interface provided by the carrier.

3.3.7
Transition plan

MWAA

3.3.7 Transition plan

Excerpt from MWAA Agreement:

3. Develop and implement a transition plan to include test procedures and cutover plan from the existing Authority local and long distance service providers into one aggregate system that provides both services with minimal disruption to the Authority staff or its ACS subscribers. The selected Contractor is expected to work closely with the Authority's telecommunications contractor to ensure a smooth service transition. Provide a documented transition plan to encompass a project plan from start to end that includes detailed timelines and transition completion dates for the entire project. Transition activity should commence one day after contract award and should terminate within a thirty (30) day period.

3.3.8 Calling cards

MWAA

3.3.8 Calling cards

Excerpt from MWAA Agreement:

13. Provide calling cards that enable Authority staff and ACS subscribers to place calls from telephones that are not part of the ACS upon written request from Authority's designated telecommunications staff. (As of April 2004, the Authority had approximately 60 active calling cards provided by the incumbent long distance contractor.)

- *Billing for calling card charges must be furnished in accordance with Section III, C, except that billing records for calling cards must be identified separately from other charges or fees. The card number/account/card holder must be identified on the billing statement.*

- *The Contractor's calling card offering format must be defined (i.e. PIN requirement, name on card, etc.)*

- *The Authority reserves the right to have calling cards issued on a personalized basis, rather than being supplied in bulk, and all cards must be furnished on an as needed basis upon the Authority's request.*

- *The selected Contractor must describe their firm's calling card validation procedures.*

- *The selected Contractor shall exempt the Authority from charges incurred as a result of theft, fraud, abuse or misuse of a card(s) commensurate with notification from the Authority.*

3.3.9 Response and communication plan

MWAA

3.3.9 Response and communication plan

Excerpt from MWAA Agreement:

10. Provide a dedicated account manager and customer service representative for Authority support during the term of the contract. Staffing for these positions should be identified in the Contractor's proposal along with a summary of work related experience. Changes in personnel assigned to these positions must

3.3.9 Response and communication plan

MWAA

be provided in writing to the Authority designated telecommunications staff. Provide resumes of the key personnel to support this contract.

12. Provide credentialed and qualified personnel (the proposal shall include resumes for these persons) to satisfy the functional and administrative requirements as set forth in the Statement of Work. The selected Contractor must ensure that personnel who perform work activities at the Airports are issued security badges at both Airports in accordance to airport security procedures.

3.3.10 Systems requirements

MWAA

3.3.10 Systems requirements

Excerpt from MWAA Agreement:

1. The proposed system must be capable of delivering local and long distance voice and data telecommunications services as described in Section 1, A of this Statement of Work to Authority staff and its ACS tenants at both Airports on a 7X24X365 basis.

2. The proposed system's service must accommodate all existing and/or reasonably foreseeable usage traffic patterns at the both airport facilities.

3. All proposed systems must have the capability to transport calling line identification (ID) information.

4. The system must provide efficient and reliable local and long distance services to include toll free as well as operator services to the Authority and its ACS tenants at both airports. All telephone numbers assigned to existing Authority and its ACS subscribers, including toll free lines, must remain the same unless otherwise expressly requested by the Authority. The primary Inter-exchange carrier code (PIC) must be pointed to the appropriate access facilities upon cutover.

5. The proposed system must effect interconnection with the ACS at each airport's established demarcation point(s) for interconnection with the public switched network. At National Airport a Main Point of Presence (MPOP) and a Secondary Rate Demarcation Point (RDP) are located at the Shops Building and in Terminal BIC, respectively. The MPOP at Dulles is in Building 8, 45021 Compass Court, located on the airport property. Should the Contractor's facility capacitv. terminal or repeater equipment, Operating Support Systems (OSS), Right of wav. Backbone interconnections, or switching

3.3.10 Systems requirements

MWAA

capacity be either leased or jointly owned through business ventures or alliances. the Offeror must reveal in the proposal the nature of the arrangement and the priorities by which the service is delivered and restored in the case of outages.

6. The proposed system must provide 24x7x365 service that enables users to place local or long distance calls from ACS telephones according to the methods and procedures set forth in Appendix D of this Statement of Work. Offerors must describe how each requirement listed in the Appendix will be provided and specifically identify any exceptions or conditions that may apply for each type of service. Offerors must also describe: (a) their proposed means of implementing 9+0 calls, including whether the offeror or a subcontractor is to serve as the Operator Services unit (b) any service or method requiring users to dial an access code or any additional digits when placing a call.

7. The proposed system must be capable of providing all domestic and long distance services, to include Calling Card and toll free services, throughout the United States and all US territories. For international service, offerors must state in their proposals those areas and locations where they do not now provide service or where service is expected to be discontinued during the term of the contract. Unless the Offeror lists specific international areas and locations that it does not service, the Authority will consider all international areas and services will be within the capability of the Offeror.

8. The required grade of service for local and long distance service is P.01 based on Erlang (measurement of telephone traffic) B&C principles. Monitoring for Call Completion must be Random Sampled. The offeror's proposal must describe their method of monitoring and assuring the Authority, on a monthly basis, that the level of service described above is actually being provided.

9. The service must have the capability to interface with T-1 interface cards connected into Nortel Meridian PBX's that conform to tolerance thresholds as outlined in Appendix B of this Statement of Work. The Authority's telecommunications contractor monitors alarm conditions and tolerance levels on a 24x7x365 basis.

10. The system must operate in a consistent manner among all ACS subscribers and Authority personnel regardless of the type of line or equipment being used.

11. Charges for calls placed from ACS telephone lines may not begin until the called party goes offhook and must terminate immediately when either party goes (on hook, either calling or called party). No charge(s) may be imposed for calls not completed. The

3.3.11
Detailed billing

MWAA

Offeror shall state in their proposal the procedure by which the Authority will be reimbursed for such calls.

3.3.11 Detailed billing

Excerpt from MWAA Agreement:

C. Billing Requirements - Each Offeror must address the following in its proposal:

1. The selected Contractor is expected to generate complete, accurate and timely billing statements. Billing accuracy is a primary requirement of this solicitation. The Contractor is expected to exercise strong oversight over its billing function to ensure that Authority billing statements are accurate prior to their release.

2. The selected Contractor must cooperate with the Authority in the resolution of any billing items questioned or disputed by the Authority or its ACS subscribers. Billing anomalies or errors determined by the Authority must be reconciled to reflect any appropriate billing credit no later than two billing cycles from the date the error or anomaly was referred to the Contractor.

3. The Offeror's proposal must document and include sample illustrations of the proposed billing format and statement. Billing statements must detail as a minimum for each call: (a) date of call (b) duration of call, with start (off hook by called party) and ending time (on hook, either calling or called party) (c) area code and number called, with country and city codes in the case of international calls (d) the per-minute charge rate and the total cost of the call. Charges and fees must be set forth in sufficient detail for the Authority to bill back to each calling number, or to verify a calling number on the Authority's own billing system.

4. The Authority prefers to use the selected Contractor's existing billing program with minimal, if any, changes provided the billing statement includes the minimum information stated above.

5. A user-friendly billing summary sheet must be included with each monthly recurring invoice. The summary

3.3.11
Detailed billing

MWAA

sheet should also be broken out by type of service provided, Le. PRI, Circuit, POTS/1 MB, etc. The summary .sheet should show total Authority and ACS subscriber calls and/or total Authority and ACS subscriber minutes of use, recurring monthly fees, other charges and credits, etc. The selected Contractor must also submit billing detail to include total charges for all calls, message units and minutes of use generated by the Authority and its ACS tenants, by telephone number and by location. These monthly reports must also include a current inventory of ACS telephone numbers.

6. The selected Contractor must provide individual billing structures and schedules for all inbound, outbound, domestic and international traffic. International rates must be listed by country. Any rate structure that varies in price must be provided through soft copy in standard CCMI tariff (QTEl9000).

7. The selected Contractor must combine local and long distance usage from the two (2) Authority locations in order to provide the greatest volume-calling discount. 8. Billing Statements, including summary reports, are to be submitted on CD-ROM as well as in hard copy form (2 copies). For data recorded and submitted on CD-ROM the Offeror' s proposal must describe:

*a) The file type and formats to be used: Illustrated samples indicating whether the proposed file types are ASCII with formatting maintained or comma delineated; database format such as *pdf or *jpf with their respective version and release numbers or, whether multiple file types are to be furnished.*

*b) The compatibility of the recorded data and ease of use in conjunction with Authority billing programs, such as, the capability to sort calling numbers by Authority branch code and ACS subscribers by name or code for bill back purposes. For various billing functions, the Authority now uses Oracle 8i19i Database Server Enterprise Edition running in a Windows 2000/2003 Server environment, Paradox 5 for Windows database software running under WIN98, and the ACE*COMM NetPlus 5.0 software running in a UNIX environment and using an Oracle database.*

9. Billing to the Authority shall be rendered monthly, not later than ten (10) days after the close of the month to which a billing statement applies. The billing must separately identify, account and report for each Authority and ACS

3.3.11 Detailed billing

MWAA

subscriber line to include: (a) charges and fees incurred by the Authority and (b) telecommunication charges and fees incurred by each Authority and ACSsubscriber.

10. Upon reasonable request by the Authority, the Offeror must allow representatives of the Authority access to call or other billing detail records upon which each billing statement is based.

3.3.12 Response to alarms and outages

MWAA

3.3.12 Response to alarms and outages

Excerpt from MWAA Agreement:

D. Management and Operations - Each Offeror must address the following in its proposal:

1. Alarms: Each offeror, in its response to this proposal, must document a plan to address three levels of network alarm severity, Critical, Major and Minor. The Offeror should include this information in its Network and Administrative Plan as set forth in Section IV, 2 of this Statement of Work.

Critical alarms are defined as follows:

- *Loss of 25% or more of calling capacity of 1 MB services*

- *A network or PRI facility failure Major alarms are defined as those alarms which are not defined as Critical alarms, but which do cause an interruption of subscriber service. Major alarms include:*

- *Loss of 10% or more of calling capacity of 1 MB services*

- *Framing errors to Prior network facilities Minor alarms are defined as indications of degrading system performance that does not interrupt subscriber service. Minor alarms include:*

- *Loss to a single 1 MB service*

2. Quality Control:

3.3.12 Response to alarms and outages

MWAA

- *Each offer shall provide clear and concise documentation to the Authority in the form of a Service Level Agreement (SLA) to validate its conformance to network Direct Measures of Quality as reflected in the table below:*

Direct Measures of Quality	Objective
P.01 Grade of Service	100%
Network Availability	99.90%
Response Times to Critical Alarms	
Within 1 Hour, 7 am to 9 pm	95%
Within 2 Hours, 9:01 pm to 6:59 am	95%

- *The Offeror must provide a schedule of credits to the Authority in the event of any interruption of service, whether full or partial, due to network outage or other conditions, to include: a graduated reimbursement table based on the network outage/blockage time as specified and corroborated between the Authority and the vendor. The Offeror shall include this information in its Network and Administrative Plan as set forth in Section IV, 2 of this Statement of Work.*

3. Each Offeror must include in its proposal a complete description of its proposed management and operation plan. The plan must demonstrate that the Offeror can achieve the objectives for local and long distance services as set forth in this Statement of Work to include, but not be limited to, the following:

- *Plans to monitor and confirm to the Authority that the specified grade of service is being provided.*

- *Contingencies that would be implemented in the case of an outage that disrupts theservice being provided under this contract.*

- *Plans for resolving service outages and emergency problems that includes escalation procedures.*

- *Capabilities and limitations of the offeror's local and long distance services offering.*

3.3.12 Response to alarms and outages

MWAA

- *Indicate the size and scope of owned versus leased facilities that will be used to provide the proposed services. If all or a significant portion of such facilities are to be leased, describe the proposed relationship with the facilities provider and which facilities are tobe leased. If future infrastructure is to entail a migration plan from leased or co-ownedfacilities and or ventures, the offeror must provide the migration schedule as it pertains to the services provided under this RFP.*

- *A listing of all area, country and city codes included in offeror's system.*

- *Procedures used to make local, intrastate, interstate and international calls for all types of calls including credit card.*

- *Procedures for handling wrong numbers and for the prevention of fraudulent calls.*

- *Procedures for directory assistance services to include local and long distance (including toll free numbers) and any applicable cost for this function.*

- *The service level standards of the system, including, but not limited to, operator response times, network availability, call completion levels, etc. Performance measurements and actual achieved levels for the past twelve (12) months shall be included in the response.*

- *Rates that combine local and long distance usage from Authority locations in order to provide the greatest volume-calling discount.*

- *Specific areas and locations to which the offeror does not now provide service or to which they expect to discontinue providing service during the course of the proposed contract.*

- *If the offeror elects to provide service at its standard tariffed rates, it must include in its proposal a copy of each currently effective tariff page filed with the appropriate state and/or federal communications commission. The tariff pages should include all applicable recurring and non-recurring charges*

3.3.12 Response to alarms and outages

MWAA

(including federally imposed charges (such as common carrier line charges) to be passed on by the offeror to the Authority.

- *If the offeror elects to offer services in accordance with an individual case basis tariff (ICB) or other contract arrangement, it must submit the form or contract with its proposal. The ICB must be fully detailed to include all of the terms and conditions and rates and charges associated with the proposal. To the extent that the proposed ICB arrangement incorporates provisions of standard tariffs, copies of the relevant pages must be submitted with the proposed ICB tariff.*

- *Charges proposed by the Offeror that are conditioned upon minimum volume commitments or other tariff-related requirements must be set forth in the proposal together with a detailed statement that advises the manner in which penalties and termination charges would be calculated if such conditions are not satisfied.*

- *For the service period set forth in this RFP, if the Offeror's proposal does not entail an unqualified commitment to establish fixed rates for all recurring and non-recurring charges (including charges imposed by state and/or federal communications commissions that are to be passed on to the Authority as customer of record) the Offeror must:*

  a) Identify any and all rate elements that are subject to change during the term of the contract, and,

  b) State whether the Authority, may in the event of such a rate change, terminate the arrangement; specify and provide copies of applicable provisions respecting early termination by the Authority in such circumstances.

3.4 Critical Issues – Utility Leases or Easements

3.4 Critical Issues – Utility Leases or Easements

3.4.1 Compliance with safety zones

PIT

3.4.1 Compliance with safety zones

Excerpt from PIT Utility Easement License:

Section 2.01 License to Use Airport

A. The Authority hereby grants to Licensee, subject to the covenants, terms conditions, and other provisions hereof, a License for the placement of utility lines at the Airport, and Licensee hereby agrees to perform only the activities hereby licensed:

> *(1) Licensee shall have the right to install, own, operate and maintain electric lines and poles, on property located _____at Pittsburgh International Airport, which is currently under lease to _____, and described on the attached drawing marked _____, attached hereto as Exhibit A.*
>
> *(2) If applicable, all activities performed by Licensee under this Agreement must be in compliance with all rules, regulations and laws of the FAA.*

B. Licensee covenants and agrees that it will conduct its activities, as hereinabove described, only for the purposes hereinabove set forth. Licensee further agrees to restore any Airport property or improvements that have been disturbed or impacted by Licensee's work.

C. The Licensee shall not conduct activities in or on the Airport in a manner that in the reasonable judgment of the Authority, (i) interferes or might interfere with the reasonable use by others of common facilities at the Airport, (ii) hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by the Authority unless such operations are not otherwise prohibited hereunder and Licensee pays the increase in insurance premiums occasioned by such operations, (v) would involve any illegal purposes.

3.4.2 Ingress and egress

PIT

3.4.2 Ingress and egress

Excerpt from PIT Utility Easement License:

Section 2.02 Ingress and Egress

3.4.2 Ingress and egress

PIT

Provided that Licensee complies with the terms of this Agreement, Licensee shall have the right of ingress to and egress from the Airport for the Licensee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the Authority, the FAA, or any other governmental agency or authority. The right of ingress and egress shall be used jointly with other tenants and patrons of the Airport. Licensee shall not interfere with the rights and privileges of any other persons or firms using the Airport.

3.4.3 No Warranty of Suitability

PIT

3.4.3 No warranty of suitability

Excerpt from PIT Utility Easement License:

Section 2.03 No Warranty of Condition or Suitability
The Authority makes no warranty, either express or implied, as to the condition or the suitability of the Airport for the Licensee's purposes or needs. The Authority shall not be responsible for any latent defect and the Licensee shall not, under any circumstances, withhold any amounts payable, if applicable, to the Authority hereunder on account of any defect. By its entry onto the Airport, the Licensee accepts the Airport as being free and clear from all defects and in good, safe, clean and orderly condition.

3.4.4 Notice prior to construction or installation

PIT

3.4.4 Notice prior to construction or installation

Excerpt from PIT Utility Easement License:

Section 4.02 Notification to Airport
A. Licensee must provide written notification to the Allegheny County Airport Authority, Operations Section, or its successors or assigns therein, prior to performing any work on Airport Property at the address listed below:

Allegheny County Airport Authority
Operations Section
Pittsburgh International Airport
Landside Terminal Suite 4000
Pittsburgh, PA 15231

Phone: (412) 472-5630
Fax: (412) 472-5640

In the event of an emergency, verbal notification will be acceptable.

B. Prior to any construction or equipment installations on Airport property, Licensee must obtain written permission and a Building Permit from the Allegheny County Airport Authority, Engineering Section, or its successors or assigns therein. Licensee should submit detailed plans, including maps and equipment specifications, to the Engineering Section, at the address listed above, at least 30 days prior to commencing construction or installation.

3.4. 5 Sponsor's Title

PIT

3.4. 5 Sponsor's Title

Excerpt from PIT Utility Easement License:

Section 7.08 Authority's Title
Authority's title to the Airport is and always shall be paramount to the interest of Licensee. Nothing herein contained empowers Licensee to commit or engage in any act which can, shall or may encumber the title of Authority.

3.4.6 Rights of Termination

Excerpt from PIT Utility Easement License:

Section 7.15 Termination by Authority
The Authority reserves the right to cancel this License with ninety (90) days prior written notice, and in such event, Licensee shall remove its facilities from the site at its own expense and to the satisfaction of the County on or prior to the date of termination; provided, however, that the License shall not be revoked and this Agreement shall not be terminated so long as natural gas service is required at this location.